

RICHARD PEIRCE, Farmer of the Duties of Package, Scavage, Balliage and Portage; to a Paper Intituled, The Case of Thomas Kilner Relating to the Duties of Package, Scavage, &c. &c. &c. Induſtriously Diſperſed.

THAT the ſaid Richard Peirce being the preſent Tenant to the ſaid Farm, and having been ſo for above 20 Years, and having during that time, conſtantly paid his Rent, and his Leaſe expiring in leſs than 12 Months, did on the 24th Day of November 1704, petition the Committee of City-Lands to renew his Leaſe. It being a known Rule of the ſaid Committee, to receive Propoſitions from the Tenants in Poſſeſſion, to renew their Leaſes at any Time within three Years before the Expiration of their Leaſe in being without Publication, that the Premies ſealed are to be ſent.

THAT the ſaid Peirce did then exhibit to the ſaid Committee, ſundry Reasons in Writing hereto annexed (to which the Reader is referred) to induce the ſaid Committee to renew his ſaid Leaſe, which Reasons the ſaid Peirce had upon another Occaſion, lately proved before them to their Satisfaction; and the ſame being fresh in their Memories, they the ſaid Committee did then contract with the ſaid Peirce, to renew his ſaid Leaſe for One and Twenty Years, to commence from the End of his preſent Leaſe for 1000 l. Fine, and 950 l. per Annum Rent, and in Confirmation of the ſaid Contract, the ſaid Peirce (according to the uſual Practice upon Conclusion of Contracts with the ſaid Committee) put 5 Guineas into the Pools Box.

THAT the ſaid Thomas Kilner, hearing the ſaid Peirce had contracted for the ſaid Farm, petitioned the Court of Aldermen, and thereby prayed to be admitted Tenant to the ſaid Farm at 1200 l. Fine, and 1200 l. per Annum Rent, alledging thereby, that the ſaid Contract with the ſaid Peirce was unjuſtly obtained, upon Suggeſtions which the ſaid Kilner therein undertook to falſifie; and the ſaid Kilner upon ſuch his Petition obtained an Order from that Court, for the ſaid Committee to report the Caſe as it ſtood before them, and thereupon the ſaid Kilner had a Day aſſigned him by the ſaid Committee, to hear his Council and to produce his Evidence, to falſifie the ſaid Peirce's Suggeſtions, and accordingly he appeared before the Committee with his Council, but could not, nor did falſifie one Article of the ſaid Peirce's Suggeſtions, nor could he produce any colourable Evidence for that purpoſe. He did indeed then produce a Wilmot's Letter and Affidavit (printed in his Caſe) and inſiſted to have them read and admitted as Evidence, but it being a known Rule in Law, that written Evidence ought not to be admitted, where the Party could be produced to be examined *viva Voce*, that ſo by croſs Examination the Truth might be diſcovered, that Letter and Affidavit was diſallowed by them for Evidence.

THAT the ſaid Letter and Affidavit of Wilmot are as malicious as untrue, which the ſaid Peirce can prove, but conceives it needleſs, the Subject Matter of them, whoſe Petition relating to Matters tranſacted before the ſaid Committee in the Year 1700, when the ſaid Peirce made full Proof of his Caſe (ſet out and printed in Kilner's Caſe) before the ſaid Committee, which is now fresh in their Memory; and had the ſaid Peirce then complied with the ſaid Wilmot's unreasonable Demands, this Letter and Affidavit had never been heard of.

THAT the ſaid Kilner, failing to falſifie the ſaid Peirce's Suggeſtions before the ſaid Committee according to his ſaid Undertaking, attempted afterwards to prove the Charge of Bribery ſet out in his Caſe upon the ſaid Peirce before the Court of Aldermen, and had a Day aſſigned him by that Court for that purpoſe, but was therein as ſucceſſleſs as in his former Undertaking, nor could he make any Proof of any ſuch Thing; he did indeed, produce one Richard Bromley, a Common Council-Man of one Year's ſtanding only (who is by Trade a Potter, but a Solicitor of Cauſes) and by him did prove (what the ſaid Peirce admitted) that after he had made his Contract with the ſaid Committee, he had given the ſaid Richard Bromley a Guinea, which Kilner would have to be a Bribe, but Peirce can prove it was for his Solicitation of other Matters for him (if needful) but however that be, the giving Bromley a Guinea, could not be any Inducement to him, or any of the Committee to make the ſaid Contract with Peirce; the ſaid Guinea being given after the ſaid Contract made, wherefore the Honourable Court of Aldermen would trouble themſelves no further therein.

REASONS why the Contract made by the Committee of City-Lands with Col. Peirce ought to be confirmed, and Mr. Kilner's Propoſal rejected.

I. Becauſe it was fairly obtained, and notwithstanding the Committee (after the Contract made with Peirce) did admit Kilner to diſprove Peirce's Suggeſtions, yet Kilner was ſo far from doing it, that he could not falſifie them in the leaſt Circumſtance or Tittle; for the Truth of this, Peirce humbly appeals to the Worthy Members of the Committee then preſent.

II. It is humbly apprehended to be more for the Intereſt as well as Honour of the City, not to reſcind from their Contract with Peirce; for altho' Kilner offers an higher Fine and Rent, yet in reſpect of the Hazard the City runs, in putting this Office into the Hands of a Perſon, totally unacquainted with the Nature of it, conſiſting in the Collection of ſeveral Duties, due as well by Ancient Cuſtom and Uſage as by Act of Parliament; and ſhould this unexperienc'd Gentleman prevail againſt the old Tenant, and receive more for the Duties than he ought, or otherwiſe miſbehave himſelf, it would be a Cauſe of Seizure into the Queen's Hands, and ſo a Means whereby the City may loſe the Duties.

III. As the Rent reſerved upon this Leaſe from 400 l. per Annum, which it was leaſt when the ſaid Peirce firſt took it, has ever ſince (which is now above twenty Years) anſwered to the City above 1000 l. per Annum, and as the Rent was at firſt increaſed, and by good Management at the ſaid Peirce's great Charges and Expences kept up at this Rent, ſo it may by ill Management be ſoon reduced to 400 l. per Annum again.

IV. If any Favour ought to be ſhown to an old Tenant, who has hitherto punctually performed his Bargain with the City, and who ſtands unimpeached of any Miſbehaviour in his Office, either in reſpect of oppreſſing the Merchants, or in defrauding the City; Peirce humbly hopes himſelf entitl'd to it, eſpecially ſince he ſtands in competition with one, who has fallily reproached the Honourable Courts of Aldermen and Common-Council, and who bids ſo deſperately for an Office, of which he hath neither Knowledge or Experience, and conſequently muſt be ignorant both of the Method and the Value of it.

EDWIN Major.

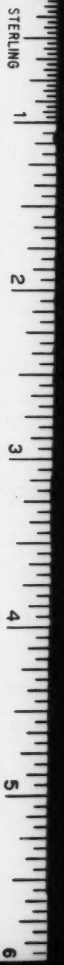
Jovis xv. Die Septemb. 1698. Annoq; Wilhelmi Tertij Angl' &c. Decimo.

THIS Court taking Notice, That Richard Bromley hath Printed and Publiſhed ſeveral Malitious and Libellous Papers, reflecting upon the Government and Magiſtracy of this City, which are both False and Scandalous: It is Agreed and Ordered, That the ſaid Richard Bromley ſhall not for the future be Employed by this Court, or Court of Common-Council, or by any Committee of either, nor be admitted to inſpect any Books or Records in any of the Offices of this City, nor be any ways Employed or Concerned in the Buſineſs of the ſame.

Charles W. Traylen 1698

Aſhhurſt.

Vide The Order of the Court of Aldermen below for Bromley's Character.



**RICHARD PEIRCE, Farmer of the Duties of Package, Scavage Ballage
and Grocer of London, and Collector
and Farmer of Package, Scavage, &c.**

HE hath been Tenant to the City near 21 Years, under Two several Successive Leases, during which Time he hath duly paid his Rent. He was the Person that acquainted the City, that Sir Nicholas Butler had (during the Time that the Judgment upon the Quo Warranto was in Force) Obtained of the late King Charles II. a Grant of the said Duties, at the Rate of 400 l. per Annum, whereby the City by a timely Application prevented the said late King's passing such a Grant. It being a known and acknowledged Fact, that the said Peirce immediately took a Lease of the said Duties at 2000 l. per Annum, and advanced a Year's Rent, before hand, which was three times the Rent the same ever went at before, which he continued Payments of under that and a subsequent Lease till very lately, when the City was sensible of the Excessiveness of the said Rent, and the great Expenses, Losses, and Hardships sustained by him, and abated 150 l. per Annum, for some few Years last past, for the Reasons here-under-mentioned. The said Peirce was at great Charges in suing Merchants to enforce them to pay the said Duties, they pretending they were not liable to pay the same, during the Continuance of the Judgment against the City upon the Quo Warranto. The said Peirce was at great Charges in his Endeavour to get the Ancient Charters confirmed by the House of Commons, which reversed the Judgment on the Quo Warranto, and in soliciting that Affair when a former Bill for restoring Corporations was depending, relating to Foreign Trade and Navigation, and other Matters that would affect the said Duties if they had passed in which he received little or no Assistance from the then Members of the City. The Necessity of Publick Affairs ever since the Revolution requiring frequent Parliaments, gave Opportunity to great Numbers of Merchants-Aliens to apply for Naturalizations, which they did (and continually do) and many hundreds were Naturalized, and so exempted themselves and Correspondents beyond Sea (whose Goods they coloured) from Payment of the said Duties, to the Farmer's very Great Loss, in lessening the Profits of his Farm, besides his Great Labour and Expenses in Opposing Private Bills of Naturalization, and successfully preventing the Passing of a General Bill of Naturalization. The said Duties are very much lessened by a late Act of Parliament, that takes off the Queen's Customs of Woolen, and other Manufactures of this Nation Exported, by reason that such Merchants-Aliens as are not Naturalized, because of their Difference in Religion, enter such their Goods in the Names of their Packers, Factors and Friends, English-Men; there being no Penalty now given to the Queen for preventing them so doing, by which Means they pass undiscovered, and defeat the Farmer and City of the said Duties, which lessens the Farm Considerably. The Court of Aldermen have (since the said Lease granted to the said Peirce) admitted many Denizens, and Aliens into the Freedom of the City, though they had given him Promises to the contrary, by which Freedom they are exempted from Payment of the said Duties, which they were before liable to the Payment of.

All which Matters and Things Considered, the said Peirce being the present Tenant, and having been Interested so many Years in the said Farm, and having behaved himself therein; hopes he shall have the Favour of Renewing the said Lease for 21 Years; and that the City will Reduce his Rent, as his Case deserves, and according to Equity and Good Conscience, that he may have an Opportunity of some Measure to repair his Great Charge, Losses and Damages, and that he rather because he hath sequestered himself from all other Employments, and betaken himself solely to the Managing of this Farm, which he hath for so many Years been versed in and inured to.

REASONS why the Contract made by the Committee of City-Land with Col. Peirce ought to be confirmed, and Mr. Kilner's Proposal rejected. I. Because it was fairly obtained, and notwithstanding the Committee (after the Contract made with Peirce) did admit Kilner to improve Peirce's Suggestions, yet Kilner was not to be admitted in the least Circumstance or Title; for the Truth of this, Peirce simply appeals to the Members of the Committee then present. II. It is manifestly apprehended to be more for the Interest as well as Honour of the City, not to recede from the Contract with Peirce; for altho' Kilner offers an higher Rent, yet in respect of the Hazard the City runs in putting this Office into the Hands of a Person, totally unacquainted with the Collection of several Duties, due as well by Ancient Custom and Usage as by Act of Parliament; and should this unexperienced Gentleman prevail against the old Tenant, and the City should be a Party to it, it would be a Cause of Shame to the City, and a great Misbehaviour to the Duties. III. As the Rent reserved upon this Lease from 400 l. per Annum to the City above 1000 l. per Annum, and as the Rent was at first increased, and by good Management at the said Peirce's great Charges and Expenses kept up at this Rent, so it may by ill Management be soon reduced to 400 l. per Annum again. IV. If any Favour ought to be shown to an old Tenant, who has hitherto punctually performed his Duty with the City, and who stands unimpeached of any Misbehaviour in his Office, either in respect of oppressing the Merchants, or in defrauding the City; Peirce humbly hopes himself entitled to it, especially since the Hands in competition with one, who has lately reproached the Honourable Courts of Aldermen and Common-Council, and who bids to desperately for an Office, of which he hath neither Knowledge or Experience, and consequently must be ignorant both of the Method and the Value of it.

REPLY

RICHARD PEIRCE,
the Present Farmer of
the Scavage Duties, to
Kilner's CASE.

EDWIN Major.

This Court taking Notice, That Richard Bromley hath Printed and Published several Malicious and Libellous Papers, reflecting upon the Government and Magistrate of this City, which are both False and Seditious: It is hereby Ordered, That the said Richard Bromley shall not for the future be Employed by this Court, or Count of Common-Council, or by any Committee of either, nor be admitted to inspect any Books or Records in any of the Offices of this City, nor be any ways Employed or Concerned in the Business of the same.

Albion